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12 *the Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-*
13 *Through Certificates, Series 2007-5CB*

9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 THE BANK OF NEW YORK MELLON FKA
12 THE BANK OF NEW YORK AS TRUSTEE
13 FOR THE CERTIFICATEHOLDERS OF
14 CWALT, INC., ALTERNATIVE LOAN
15 TRUST 2007-5CB, MORTGAGE PASS-
16 THOUGH CERTIFICATES, SERIES 2007-
17 5CB,

18 Plaintiff,

19 vs.

20 FIDELITY NATIONAL TITLE GROUP,
21 INC.; FIDELITY NATIONAL TITLE
22 INSURANCE COMPANY; DOES I through
23 X; and ROES XI through XX,

24 Defendants.

Case No.: 2:21-cv-00529-KJD-VCF

**STIPULATION AND ORDER TO
CONTINUE STAY OF CASE**

25 Plaintiff, The Bank of New York Mellon fka The Bank of New York as Trustee for the
26 Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through
27 Certificates, Series 2007-5CB (“Plaintiff”) and Defendants Fidelity National Title Group, Inc.
28 and Fidelity National Title Insurance Company (“Defendants”, and with Plaintiff, the “Parties”),
by and through their undersigned counsel, hereby stipulate as follows:

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1 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and
2 Defendants disputes, that the title insurance claim involving an HOA assessment lien and
3 subsequent sale was covered by the subject policy of title insurance. There are now currently
4 pending in the United States District Court for the District of Nevada and Nevada state courts
5 dozens of actions between national banks, on the one hand, and title insurers, on the other hand.
6 In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA 2006 loan
7 policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 and/or CLTA
8 115.2/ALTA 5 Endorsements.

9 The Nevada Supreme Court recently heard oral argument on April 11, 2023 in two appeals
10 involving similar coverage issues, *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada
11 Supreme Court Case No. 83737 (District Court Case No. A-18-781257-C) (“*PennyMac*”) and
12 *Deutsche Bank Nat’l Trust Co. v. Fidelity Nat’l Title Ins. Co.*, Nevada Supreme Court Case No.
13 84161 (District Court Case No. A-20-820307-C) (“*Deutsche Bank*”). The matters have been
14 taken under submission and orders remain pending. The Parties anticipate that the Nevada
15 Supreme Court’s decisions in the foregoing appeals may touch upon issues regarding the
16 interpretation of policy and claims handling, that could potentially affect the disposition of the
17 instant action.

18 The District Court has previously entered orders for limited stays pending *PennyMac* and
19 *Deutsche Bank*. See ECF Nos. 17, 20. The Parties most recently stipulated to stay the case for a
20 period of sixty (60) days, which was granted by the Court on August 7, 2023. ECF No. 21. That
21 limited stay is set to expire on September 25, 2023. *Id.* In light of the apparently-imminent
22 decisions in *PennyMac* and *Deutsche Bank*, the Parties believe that a further, sixty-three (63) day
23 stay in the instant action will best serve the interests of judicial economy, so that the Parties can
24 receive appropriate appellate guidance from the Nevada Supreme Court.

25 The Parties therefore request that the Court issue an order staying this case by
26 approximately sixty-three (63) days, through and including, November 27, 2023. The Parties will
27 submit a Joint Status Report, or further stipulation concerning the stay, on or before November
28 22, 2023. The Parties further agree that this stipulation and stay of this case is entered based on

1 the specific circumstances surrounding this particular case, and that this stipulation shall not be
2 viewed as a reason for granting a stay in any other pending matter.

3 Notwithstanding the foregoing, in order to preserve evidence, the Parties may propound
4 subpoenas duces tecum and deposition subpoenas to third parties while this stay is in effect, and
5 the Parties may enforce subpoenas that the Parties propounded to third parties.

6 **IT IS SO STIPULATED.**

7 DATED this 21st day of September, 2023.

DATED this 21st day of September, 2023.

8 WRIGHT, FINLAY & ZAK, LLP

SINCLAIR BRAUN KARGHER LLP

9 /s/ Lindsay D. Dragon

/s/ Kevin S. Sinclair

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Attorney for Defendants Fidelity National

15 *Mellon fka The Bank of New York as*

Title Group, Inc. and Fidelity National Title

16 *Trustee for the Certificateholders of*

Insurance Company

CWALT, Inc., Alternative Loan Trust 2007-

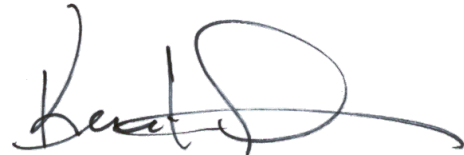
5CB, Mortgage Pass-Through Certificates,

Series 2007-5CB

17 **IT IS SO ORDERED.**

18 Dated this 22nd day of September, 2023.

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UNITED STATES DISTRICT JUDGE